

CONSOLIDATED COOPERATION AGREEMENT

This Agreement entered into this 1<sup>st</sup> day of November, 1984, by and between the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL (herein called the "PHA") and the CITY OF SAINT PAUL, MINNESOTA (herein called the "City");

WITNESSETH:

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (herein called "HRA") and the City have previously entered into the following:

- A) Cooperation Agreement dated January 26, 1950, for 2,000 Dwelling Units (D.U.) with amendments thereto dated: October 28, 1960 for 0 D.U., August 3, 1962 for 250 D.U., and October 29, 1965 for 800 D.U. respectively;
- B) Cooperation Agreement dated June 19, 1967 for 1500 D.U.; and
- C) Cooperation Agreement dated March 14, 1972 for 1200 D.U.; and

WHEREAS, the Public Housing Agency of the City of Saint Paul was created by Chapter 228 of the Laws of Minnesota, 1977; and

WHEREAS, pursuant to Chapter 228 the PHA succeeded to all the rights, duties, titles and obligations of the HRA relating to the provision for and administration of the public housing program for the City; and

WHEREAS, the previously executed Cooperation Agreements and Amendments are not uniform in their application to dwelling units owned and administered by the PHA; and

WHEREAS, it is the intent of the parties hereto, that the previously executed Cooperation Agreements and Amendments be declared null and void and be replaced by this Agreement which expresses the entire understanding between the parties with respect to the subject matter contained herein; and

**PHA 000007**

WHEREAS, the parties hereto wish to promote uniform application of this Agreement to all qualified dwelling units;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

A. Whenever used in this Agreement:

1. The term "Development" shall mean any existing low-rent housing or low-rent housing hereafter developed or acquired by the PHA with financial assistance from the United States of America, acting through the Secretary of Housing and Urban Development (herein called the "Government").
2. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Development is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Development if it were not exempt from taxation.
3. The term "Shelter Rent" shall mean the total of all charges to all residents of a Development for dwelling rents and non-dwelling rents (excluding all other income of such Development), less the costs to the PHA of all dwelling and non-dwelling utilities and special services such as heat, water, electricity, gas, sewage disposal or garbage removal.

B. The terms of this Agreement shall apply to any developments up to 5,750 dwelling units of low-rent housing located within the corporate limits of the City. Included within that amount are those dwelling units presently owned and administered by the PHA

as well as those qualifying units that are owned and administered by the PHA in the future.

- C. The PHA has secured contracts or will as the need arises secure contracts with the Government for loans and annual contributions covering one or more Developments comprising a total of 5,750 units of low-rent housing; and
- D. The PHA shall endeavor to develop or acquire any new housing and administer all such Developments, each of which is located within the corporate limits of the City. The obligations in this Agreement of the City and the PHA shall apply to each such Development.
- E. 1. Under the statutes of the State of Minnesota, all Developments are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body with respect to any Development. This exemption does not include charges for special services as provided in Minn. Stat. 429.101, such as Town Square maintenance charges and street maintenance charges. This exemption from taxes and special assessments shall continue so long as either: (a) Such Development is owned by a public body or governmental agency and is used for low-rent housing purposes, or (b) Any contract between the PHA and the Government for loans or annual contributions, or both, in connection with such Development remains in force and effect, or (c) Any bonds issued in connection with such Development or any monies due to the Government in connection with such Development remains unpaid, whichever period is the longest.

2. The City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Development or upon the PHA with respect thereto. During such period, the PHA shall make annual payments which shall include:
  - a. Payments in Lieu of Taxes, hereinafter referred to as "PILOT", and
  - b. Service Charges by the City of Saint Paul, which includes Town Square maintenance charges, street maintenance and any other service charges as provided in Minnesota Statute 429.101 (1982).

These annual payments are for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Development.

3. Each such annual Payment in Lieu of Taxes (PILOT) shall be made at the time when real property taxes on such Development would be paid if it were subject to taxation. The City shall submit a bill for Service Charges prior to the end of each calendar year for that year's Service Charges, which will be due and payable by the PHA on or before the next June 30th.
4. The annual payment, consisting of PILOT plus the Service Charges, shall equal 10% of the collected Shelter Rent. The PILOT portion of the annual payment shall not be less than 5% of the Shelter Rent. The Service Charges portion of the annual payment shall not be more than 5% of the Shelter Rent.
5. The 10% of the Shelter Rent as determined by the PHA on or before May 1 of each year in respect to all such Developments

shall be for the preceding calendar year in accordance with State Statute.

6. No PILOT for any year shall be made to the City in excess of the amount of the real property taxes which would have been paid to the City for such year if the Development were not exempt from taxation.
7. Upon failure of the PHA to make any PILOT or Service Charge payment, no lien against any Development or assets of the PHA shall attach, nor shall any interest or penalties accrue or attach on account thereof.

F. During the period commencing with the date of the acquisition of any part of the site or sites of any Development and continuing so long as either: a) Such Development is owned by a public body or governmental agency and is used for low-rent housing purposes, or b) Any contract between the PHA and the Government for loans or annual contribution, or both, in connection with such Development remains in force and effect, or c) Any bonds issued in connection with such Development or any monies due to the Government in connection with such Development remain unpaid, whichever period is the longest, the City without cost or charge to the PHA or the residents of such Development (other than the PILOT and Service Charges payment) shall insofar as it is lawfully able to do so:

1. Furnish or cause to be furnished to the PHA and the residents of such Development public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants of the City; and